

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TEXARKANA DIVISION**

WILLIAM WALLACE

PLAINTIFF,

VS.

**STANLEY MOURTON AND ALTON
BEAN TRUCKING, INC.**

DEFENDANTS.

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CIVIL ACTION NO. 5:16-CV-00059

**DEFENDANTS' JOINT MOTION TO ENFORCE
SETTLEMENT AGREEMENT**

TO THE HONORABLE UNITED STATES DISTRICT JUDGE:

Defendants, Stanley Mourton and Alton Bean Trucking, Inc., file this Joint Motion to Enforce Settlement Agreement and would show as follows:

Factual Background

1. On August 9, 2016, Defendant Mourton's insurer (on behalf of Mourton) made an offer of settlement to Plaintiff. The email offered to settle all claims via a "High/Low" agreement. A copy of this email is attached as Exhibit 1. One of the terms of the offer was the dismissal with prejudice of Defendant Alton Bean Trucking, Inc.
2. On October 19, 2016, Mourton's insurer increased the "high" component of the settlement offer. A copy of this email is attached as Exhibit 2.

3. On October 24, 2016, Plaintiff's counsel, J. Chandler Loupe, accepted the settlement offer. A copy of Mr. Loupe's email is attached as Exhibit 3.

4. Plaintiff is now refusing to abide by the settlement agreement. Defendants would show they have reached an enforceable litigation settlement agreement with Plaintiff. Defendants now bring this motion requesting an order that enforces the settlement agreement.

Argument/Authority

5. Defendants attach a copy of *Williamson v. Bank of New York Mellon*, 947 F.Supp 2d 704 (N.D. Tex 2013) as Exhibit 4. Mourton refers the Court's attention to this case rather than engaging in voluminous and redundant briefing in the body of this motion. In short, the Williamson case holds that (1) under Texas law as predicted by the district court, a series of emails can satisfy the writing requirement under Texas law for an enforceable litigation settlement agreement; (2) an email "string" may satisfy the completeness requirement; and (3) email messages may satisfy the signature requirement.

6. In this case, the email string between Mourton's insurer and counsel for Plaintiff clearly shows offer and acceptance of a "high/low" settlement agreement. The essential terms of the agreement are set forth in the email "string." And, Plaintiff's counsel clearly states that his client accepts the offer and his signature block is set forth below the message accepting the offer. The email "string" satisfies the requirements of Texas law for an enforceable litigation agreement.

7. Defendants seek an order from this court enforcing the agreement. Specifically, Defendants request an order finding that an agreement was reached and setting forth the material terms of the agreement (i.e. Mr. Wallace will receive a guaranteed “low” of \$25,000, cannot recover more than the \$115,000 “high” set forth in the agreement, and dismissal of Alton Bean Trucking, Inc.).

Prayer

Defendants respectfully pray for the Court to (1) grant this motion, (2) enter an order enforcing the terms of the settlement agreement, (3) dismiss Plaintiff’s claims against Alton Bean Trucking, Inc., and (4) grant such other and further relief to which Defendants are justly entitled.

Respectfully submitted,

**Chamblee, Ryan, Kershaw & Anderson,
P.C.**

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- AND

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Attorneys for Defendant

Alton Bean Trucking, Inc.

CERTIFICATE OF SERVICE

I do hereby certify that on this the 17th day of February, 2017 a true and correct copy of the above and foregoing document has been forwarded by electronic filing and facsimile to all counsel of record as follows:

Mr. N. Eric Cooper
The Cooper Law Firm
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/s/ Jarad L. Kent
JARAD L. KENT

CERTIFICATE OF CONFERENCE

I do hereby certify that on this the 17th day of February, 2017, I have complied with the meet and confer requirement set forth in Local Rule CV-7(h) by means of a telephone conference with Mr. Chandler Loupe, lead counsel for Plaintiff, and that counsel for Plaintiff indicated during this conference that Plaintiff is opposed to the motion given the dispositive nature of the relief requested. These discussions have conclusively ended in an impasse, leaving an open issue for the court to resolve.

/s/ Jarad L. Kent
JARAD L. KENT